

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

NOV 23 2022

RICK WARREN
COURT CLERK

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Oklahoma Department of Securities
ex rel. Melanie Hall, Administrator,

Plaintiff,

v.

Premier Global Corporation et al.,

Defendants.

Case No. CJ-2022-5066

Judge Don Andrews

RECEIVER'S MOTION TO MAINTAIN HEALTH BENEFITS

COMES NOW Receiver Eric L. Johnson ("Receiver"), by and through undersigned counsel, and moves that the Court enter an order authorizing Receiver to pay for certain employee benefits for employees of the Defendant Premier Global Corporation. In support of this motion, Receiver states as follows:

1. On October 31, 2022, this Court entered an Order Appointing Receiver (the "Receivership Order"), appointing Receiver as the receiver of the Receivership Entities.¹

2. Under the Receivership Order, the Receiver has the authority to use property other than in the ordinary course of business pursuant to the Receivership Order and subsequent orders of this Court.

3. The Receiver has been made aware that Premier Global Corporation's insurance coverage is set to lapse on December 1, 2022, if premiums are unpaid.

¹ Capitalized terms used but not defined shall have the meaning set forth in the Receivership Order.

4. Benefits to be paid for Premier Global Corporation's employees totals \$15,898.12, which consists of past-due premiums for October and November 2022 as well as the premium for December 2022. The benefits are summarized as follows:²

United Health Care		Due 12/1/22: \$15,898.12		
	Employees ("EE")	EE + Child	EE + Spouse	
Medical	8	1	1	

Discussion

5. The Receivership Order empowered Receiver to manage the business activities of the Receivership Entities, to use, sell, or lease property other than in the ordinary course of business pursuant to this Court's order, to make such payments as "may be necessary and advisable in discharging his duties." Receivership Order ¶¶ 3, 6, 9. The Receivership Order also authorized the Receiver to "exercise all those powers necessary to implement or incidental to the specific powers, directions, and general authorizations set out in [the Receivership] Order." Receivership Order ¶ 32.

6. The Receiver recommends payment of the December employee benefits for the following reasons:

- a. Paying the December employee benefits payment maintains the status quo. It is the receiver's understanding that if the benefits payment is not made, the health coverage will lapse. The Receiver is concerned about the ability for employees to obtain new health insurance benefits prior to the policy lapsing.

² Because of HIPAA and general confidentiality concerns, this motion does not include the name of covered employees/spouses/dependents. Certain of the covered persons may be considered insiders. It does not appear to the Receiver that there is any way to pay for the benefits of less than all the employees. Should the Court want individual information about specific persons, that information can be provided *in camera* for the Court's review.

b. Upon receiving the funds from the sale of certain real property, the Receiver will have sufficient funds to pay the December employee benefits payments.

7. The Receiver, for the reasons stated above, believes that prejudice may result if the benefits are not paid and continuing coverage through December 2022 allows people to plan for their future coverage needs. Notwithstanding the same, the Receiver has not made any determinations with respect to continuance of benefits beyond December of 2022. The Receiver reserves the right to take a different position upon learning more information.

WHEREFORE Receiver moves that the Court enter an order approving and authorizing the Receiver, in his discretion, to make payments for outstanding December 2022 employee benefits up to \$15,898.12, and for such other and further relief that the Court deems just and proper.

Dated: November 23, 2022.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on November 23, 2022, a true and correct copy of the above and foregoing was sent electronically to all parties requesting electronic notice.

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A handwritten signature in black ink, appearing to read 'Hilary S. Allen', is written over a horizontal line.

Hilary S. Allen